1

File No. AFD-108-FeL70

# MYSORE GOVERNMENT SECRETARIAT

## Notes/Correspondence/Collection

Department A&F Section Forest B1

Subject :— Forest Depn - Belgaum Dist - Release of 518 acres 4 gunthas in F.S. No. 82 to 88 and 91 to 103 in Harbhavi Village to m/s N. Jivandas & Co - Execution of agreement - regarding

Earlier References :— AFD-100-FeL67
AFD-214-FeL68

Later References :—

21-3-70
15/6/70

(Classification A/B/C)

Notes Pages 2
Correspondence Pages 31
For/Not for Section Note Book
To be destreyed after 1980

Under Secretary to Government.

Vatsala.e
(ವತ್ಸಲಾ. ಇ)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಅರಣ್ಯ, ಪರಿಸರ ಮತ್ತು ಜೀವಿಶಾಸ್ತ್ರ ಇಲಾಖೆ,
(ಅರಣ್ಯ-ಸಿ).

2 AFD.108.FCL 70

Sl.No.1. letter No. B3.1.GFL/38/68-6 dated 9/1/70 of the C.C.F. B'ld.

NOTE-1

(i) The C.C.F has sent a draft lease agreement to be executed by m/s N. Jivanlal & Co(P)Ltd., Bombay in respect of G.O. No. AFD.214.FCL68 dated 15.1.69, for approval.

(ii) The file may be referred to L.D for scrutiny and approval a/s

Flag A

Sl No.5/pp.23-24

R. & I. SECTION
LAW & P.A.DEPT.
No. 1275
Dt. 9 APR 1970
Sh. 2

L/1/3.

Ds) L D)

Dy. Secy. A & F
No. 1850.4/4

3/4

13/4/70

NOTE-2

No.LAW 360/V/70. Dept. of Law & Parly. Affairs, Litigation-I.

The draft lease deed contains more clauses and conditions which limit the use of lease-hold by the lessee, than those found in GO. However, the draft appears to be in order and the same may be approved.

A. N. Vujjanaradhya
28/4/70
( A. N. Vujjanaradhya )
UnderSecy. to Govt. Law Dept.

A & F Dept.

LD. (Opn. II) No 642 Date 9-4-70.

Sl.No.2. Copy of refn. dated 25.3.70 of M/s N.Jivanlal

Sl. No.3. letter No. B3.1 GFL.38/68-6 dated 8.4.70 of the C.C.F. B'ld.

360/4/70

R. & I. SECTION
A & A.D.
No. 17702
Date 29 APR 1970
From 2976/FB/20

Sl. No.4. letter dt. —"— —"—

NOTE-3

As approved by L.D at Note.2, the agreement may

AFD 108-PSC 70.

-3

sent back. A draft letter to C.C.F. is put up for

approval 2/6) For approval

3/6/70

5/6/70

5/6.

Secretary (Arf)

Secy., A. & F.
No. 2953
Date 6/6

Min. Forests

Approved.

2/6/70
ALUR HANUMANTHAPPA
Min. of State for Forests.

No. 914 Date 7/6

Dy. Secy. A & F
No. 2878 Date 4/6

Secy (Arf) 3/6

10-6-70

May be recorded pl.

15/6

15/6/70

B

GOVERNMENT OF MYSORE

No. AFD 108 FGL 70.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

*Dated, Bangalore,* 12-6-70 .....*197*

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Release of Forest land of 518 acres and 4 guntas in chigrimal, Belgaum Taluka to M/s. N.Jivanlal & Co.(P) Ltd., Bombay for setting up a Chemical Industry.

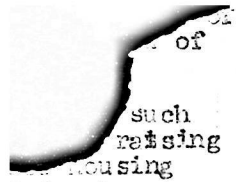
---

With reference to your letter No.B3. 1.GFL/38/68-69 dated 9-1-1970 on the subject mentioned above, I am directed to return the draft leqse agreement duly approved by Govt.

Yours faithfully,

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

hns/4-6/



of

such
raising
housing
labourers and for keeping
stor, etc., and for storage
sing their cattle, etc. The
re wells within the area

the construction or erection
ork on the said land unless and
nd details thereof shall have
y the lessee for scrutiny of
ng by the Chief Conservator
ve and to construct the
so permitted in strict accordance
within such period as may be
Chief Conservator of Forests.

to make any alteration or addition to any
erection erected and standing on the demised
pt with the previous approval in writing of the
tor of Forests.

contd.5.

(i) To use the said land hereby demise[d] pose of only raising all kinds of essential oil [bearing] and plants and for erecting structures connecte[d] purposes legitimately connected therewith and fo[r] purpose whatsoever.

(ii) To utilise the entire area open, within five yea[rs] for the purpose for which it is granted and in default to promptly comply with this requirement, the lease shall be liable for cancellation forthwith. But no compensation whatsoeve[r] be claimed from Government and no damages or compensati[on] be paid to the lessee. However, the lessee shall be pe[r]mitted to exploit, extract or utilise the entire tree growth o[f] the species mentioned in (i) (i) above within a reasonable limits to be fixed by the Conservator of Forests, S.C.,

(iii) The lease is liable for termination [if] does not show satisfactory progress or does not [conform] to any of the conditions of the lease.

(iv) The entire right over t[he] trees as mentioned in clause (i) (i) above s[hall] Government.

(v) Government reserve the right [to] quarries of metals, minerals, stones, Kankar [etc.] that are or shall or may be found in upon the [said land] with full power and liberty to search for, dig, get and [carry] take and carry away the same and to make any road or roads or ways or other work of works reasonably necessary for the purposes of the aforesaid.

(k) Within six months from the date of the expiration or sooner determination of the said term quietly to deliver unto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the lessee shall be at liberty if he shall have paid the rent then due and in addition thereto a sum equal to the rent for the unexpired period of the said term and all Municipal and other taxes rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all structures and material from the said land within six months from the date of expiration or sooner determination of the lease but so never that the Lessee shall leave up as aforesaid to the Lessor levelled and put in order and condition to the satisfaction of the Lessor the land from which such structures may have been removed.

(l) Not to assign, underlet, part with possession of the demised premised or any part thereof or transfer the lessee's interest herein without the previous permission in writing of the Lessor who may in his absolute discretion refuse or grant the same subject to such condition as he may think including the payment of such portion of the increased returns to the lessee from such underletting, assignment or transfer as the Lessor may determine.

...to protect from fire and other damage by a Man ...land as well the reserved trees and forest produce ...shall make good to the Lessor on demand all ...loss thereto and thereof from whatsoever cause ...ng.

(n) To prevent any fire from spreading from the land into the neighbouring Government forest;

To assist in extinguishing any fire occurring ...e neighbouring Government Forest.

(o) To assist in preventing the commission in the ...bouring Government Forest of any forest offence and when ...is reason to believe that any such offence has been ...tted in that forest in discovering and arresting the

...) To repair and keep in good order all special ...defining the boundaries of the demised land, ...tisfaction of the Divisional Forest Officer.

...To pay all such expenses as the Divisional Forest ...ains to be necessary for, or to have been in ...tion of any work to be done, which by the ...ein before contained the lessee has bound itself ...t which on requisition made by the ~~Xxxxxxx~~ ...ivisional Forest Officer, Belgaum Division, Belgaum the ...ssee has failed or omitted within the time specified in such ...requisition to perform.

(r) Throughout the said term to keep the demised ...mises clear of the coppice, stools, lantana, brushwood, ...other similar grow-th.

(s) To keep a strip of 50 feet width on the road ...de and on the s i e abutting nallah and 100 feet in width ...on the other side where the boundary adjoins reserved forests. ...Such strip shall be kept clear of any inflammable material ...throughout the said term so as to prevent fire from ...spreading into the adjoining forests. The lessee shall ...undertake adequate fire protection measures as are necessary ...and shall act in this regard as directed from time to time ...by the Divisional Forest Officer, Belgaum.

(t) The lessee shall abide by the such other ...conditions as may be imposed by Government from ...time.

...(u) If any difference of opinion arises as to the ...on of any of the clauses, the decision of the ...Conservator of Forests in Mysore, Bangalore shall be ...binding on the lessee. In case of the lessee is not satisfied with the decisions of the Chief Conservator of Forests, Mys., Bangalore, it will have the right of appeal to Government.

(10) 2. AND in consideration of the lease hereby granted to it as aforesaid and in compliance with the rule herein - above recited the Lessee does bind itself to perform every duty and act expressed in the conditions herein before contained as to be performed by it and does covenant with the lessor that

it, the lessee, and each of its servants and agents will abstain from every act expressed in the terms and conditions as to be abstained from and the lessee doth hereby agree that in case of any breach of the said conditions the lessee shall pay to the lessor through the Divisional Forest Officer, Belgaum on demand made in such behalf by him the sum of Rs.1,000.00 or such smaller sum as may in each case be determined by the Divisional Forest Officer, Belgaum in default thereof the whole of the said sum of Rs.1,000.00 or such smaller sum as aforesaid will, in accordance with Section 112 of the said Act, be recoverable from him as an arrear of land Revenue.

3. If and when-ever any part of the rent hereby reserved shall be in arrear the same may be recovered from the lessee as an arrear of land revenue.

4. If the said rent hereby reserved shall be in arrear for the space of thirty days from the date fixed for payment thereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the lessee herein before contained may re-enter upon any part of the demised premises in the name of the whole without being liable to pay to the lessee any compensation and thereupon the term hereby granted shall absolutely cease and determine.

PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the lessor or the Chief Conservator of Forests on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made, by the lessee in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice;

5. The lessor doth hereby covenant with the lessee that the lessee paying the rent hereby reserved and performing the covenants hereinbefore on the lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the lessor or any person or persons lawfully claiming by from or under the lessor.

6. If the lessee shall have duly performed and observed the covenants and conditions on the part of the lessee here-in-before contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the lessee a new-lease of the demised premises for a further term of 30 years subject to the lease rental not exceeding Rs.50/- per year per acre or part of the acre from the date of the expiration of the present lease with such covenants, provisos and

stipulations as may be then agreed upon between the lessor and lessee and on such renewal as the lessor shall then determine provided always that the ~~xxxxxxxxxxxxxxxxxx~~ new lease to be so granted shall contain a provision that the terms and conditions contained therein shall be subject to being negotiated afresh after every 30 years.

7. All or any amount due to Government under this lease shall be revovered from the lessee as an arrear of land revenue in case of default.

IN WITNESS WHEREOF the Governor of Mysore, Bangalore hath caused the Divisional Forest Officer, Belgaum Division to set his hand and affix his official seal hereto on his behalf and M/s N.Jivanlal and Co.(p) Ltd., Bombay have hereun to set their hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground of the quit and ground rent Tenure situate, lying and being at and bearing S.No.82 to 88 and 91 to 103 of Halbhavi village in the Registration sub-District of Belgaum containing by admeasurement 518 acres and 4 gunthas or thereabout, and bounded as follows that is to say:

on or towards the East by - F.S.No.67 of Halbhavi village.

on or towards the West by - Poona-Bangalore Road and village boundary of Hutrwatti.

on or towards the North by- M.S.No.104, & F.S.No.67 of Halbhavi village.

on or towards the south by- F.S.No.90,89,74,75, 76 & 81 of Halbhavi village.

SIGNED,SEALED & DELIVERED

by Shri

Divisional Forest Officer, Belgaum Division, Belgaum.

Seal of the Divisional Forest Officer, Belgaum Dn., Belgaum.

In the presence of

1.

2.

Seal of the Company

Signed by

(Director)

In the presence of

1)

2)

Section 1961.
Affd. M.C.S.

9 28

THIS LEASE MADE THIS . . . day of . . . .

One thousand nine hundred and ~~day of~~ BETWEEN the Governor of Mysore (exercising the executive power of the Government of the State of Mysore) herein after called 'the lessor' (which expression shall unless the context does not so admit includes his successors in office and assigns) on the one part and M/s. N.Jivanlal and Co.,(P)Ltd., Bombay herein after called "the lessee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the other part.

WHEREAS the Govt. of Mysore in their order No.AFD 214 FGL 68 dated 15th January 1969(copy appended)have been pleased to accord sanction to the lease of 518 acres and 4 guntas of land in F.S.Nos.82 to 88 and 91 to 103 known as 'Chigrimal' in Halbhavi village of Belgaum Taluka and District in favour of M/s.N.Jivanlal and Co.(P) Ltd., Bombay.

AND WHEREAS IN pursuance of the said Government Orders the lessee has agreed to observe and perform the terms covenants and conditions on the part of the lessee herein after contained.

AND WHEREAS BY A RULE under Section 102(2) (a) of the Mysore Forest Act, 1963, hereinafter called "the said Act" whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such For st Officer, bind himself by a written instrument ~~x~~ to perform such contract.

(1) NOW THESE PRESENTS WITNESS that in pursuance of the said Agreement and in consideration of the rent hereby reserved and the conditions and covenants on the part of the lessee hereinafter contained the lessor doth hereby demise unto the lessee, All that piece or parcel of land situate at Chigrimal in Belgaum Taluka, Belgaum District containing by admeasurement of 518 acres and 4 guntas or thereabouts and more particularly described in the ~~the~~ schedule hereunder written and delineated on the Plan there~~of~~ thereto annexed and thereon surrounded by a red coloured boundary line [together with the buildings or erections at any time standing or being thereon and together also] with all the rights, easements and appurtenances thereto belonging except and Reserving unto the Lessor all the mines and minerals in and under the trees, shrubs and other growth upon the said land or any part thereof to hold the said land and premises therein before expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for a term of 30 years to be computed from the day of 7-7-1967 payi g therefor yearly during the said term unto the Lessor at the office of the Divisional Forest Officer, Belgaum or as may be otherwise required an yearly rent as under:-

The lessee shall pay a rent of Rs.25/- (Rupees Twenty Five only) per year per acre or part of an acre as under:-

contd.2.

(a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years;

(b) 25% (Twenty five percent) of the aforesaid lease rent shall be paid for the third year;

(c) 50% (Fifty percent) of the aforesaid lease rent shall be paid for the fourth year;

(d) 75% (Seventyfive percent) of the aforesaid lease rent shall be paid for the fifth year;

(e) full lease amount shall be paid per year from the sixth year onwards.

to be paid in advance on the 1st day of April in each year without any deductions whatsoever subject always to the provisions of the Mysore Forest Act 1963 and the Rules thereunder and subject also to all the conditions, restrictions and stipulations hereinafter following:-

(a) (i) During the said term hereby created to pay unto the Lessor the said rent at the rates specified above at the time on the days and in the manner herein before appointed for payment thereof clear of all deductions.

(ii) The lessee shall deposit with the Forest Department Rs.5,000/-(Five thousand) either in cash or the Bank Guarantee of a Scheduled Bank for an equal amount for fullfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs.1000/- (One thousand) in the case of each breach and the decision of the Chief Conservator of Forests Mysore State, Bangalore shall be final in the matter.

(b) To pay all existing and further taxes, rates, assessments and outgoing of every discription for the time being payable either by land-lord or tenant or by the occupier in respect of the demised premises & any thing for the time being thereon; Provided, however, that the Lessee shall not be liable to pay any non-agricultural assessment to the Government in respect of the use of the demised premises for the purposes set out in this lease.

(c) Not to make any excavation on any part of the said land hereby demised except for the purpose of levelling the same and for erecting on the said land such structures as are necessary in connection with their raising of essential Oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments implements, tractors, etc., and for storage of their raw materials and for housing their cattle, etc., and not to remove or utilise any stones, sand, gravel, clay or earth from the said land hereby demised except such stones, sand, gravel, clay or earth as may be brought to the surface in the course of

contd.3.

Sl. No. 5

Sub: as at Sl. No. 4

11

20

AFD-108-FGL>70

CCF,

With ref. to your letter No. B3-1-GFL/38/68-69 dated 9.1.70 on the subject mentioned above, I am directed to return the draft lease agreement duly scrutinised & approved by Govt.

(as attached)

J/L

4/6/70

ISSUED

Date 10.6.1970

for SECTION OFFICER

Sl. No 4 12 13

No.B3/1/GFL/38/68-69.

Chief Conservator's Office
Bangalore:Dated: 21/4/ 1970.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sir,

16773

Sub:-Release of Forest land of 518 acres and 4 gunthas in Chigrimal, Belgaum Taluka to M/s. N.Jivanlal and Co.(P) Ltd., Bombay for setting up a Chemical Industry.

---

I enclose herewith a copy of letter No.IND/GEN/232(1) 67-68 Dated 31-3-70 together with its enclosure received from the Conservator of Forests, Belgaum.

In this case it is reported that M/s.N.Jivanlal and Co. are not willing to pay the amount as required to pay as per Clause 9 and 10 of Government Order No.AFD-214-FGL-68 Dated 15-1-69 pending execution of the agreement. The agreement could not be got executed asthe same has not yet been received from Government duly approved Vide correspondence ending with this office letter of even No.Dated 9-1-70 and 8-4-70.

I therefore request you kindly to issue necessary clarification in the matter as to whether the Company could be allowed time limit for the payment of dues till execution of the agreement.

Yours faithfully,

N. Chief Conservator of Forests

Copy of letter No.IND-GEN/232(1)/67-68 Dated 31st March,1970, from the Conservator of Forests, Belgaum Circle, Belgaum, to the Chief Conservator of Forests in Mysore,Bangalore.

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Sub:-Release of Forest land of 518 acres and 4 gunthas in Chigrimal, Belgaum Taluka to M/s.N.Jivanlal and Co.(P) Ltd., Bombay for setting up a Chemical Industry.

Ref:-(1) Your No.B3/GFL-38-68-69 Dated 22-10-69.

(2) This office even No.Dated 18-12-1969.

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I submit herewith a copy of Divisional Forest Officer, Belgaum's No.IND/GEN/43/68-69/69-70 Dated 23-3-1970 and solicit your early further orders with regard to recovery of value of the tree growth.

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Letter No.IND/GEN/43/68-69 Dated 23-3-70 from the D.F.O., Belgaum, to the C.F.B.C.Belgaum.

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Sub:-As Above.

Ref:-Your No.IND/GEN-232(1)/67-68 of 18-11-1969.

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M/s.N.Jivanlal and Co.(P) Ltd., Bombay have not so far paid the value of the tree growth inspite of notices issued from this office. An area of 378.20 acres is leased to Indian Aluminium Company, Belgaum, has paid the lease amount since they are in possession of the land, though the lease agreement has not been executed. In this case the Company is already in possession of the land and hence they were asked to pay the due rent amount for which they have requested that they will pay the same at the time of executing the lease agreement.

The area is in the possession of the Company since 7-7-67 and the recovery of lease rent is also in arrears. Therefore I seek further instructions in this respect.

(COPY)

N.

S/. N. 3

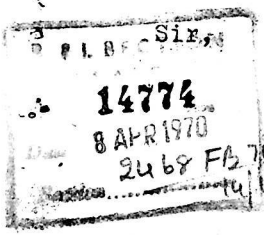
14 17

No. B3-1-GFL-38/68-69

CHIEF CONSERVATOR'S OFFICE,
Bangalore: Dated: 8 April 1970.

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.




Sir,

Sub:- Lease agreement to be ~~executed~~ entered into for the Leased land of a)518 Acres at Chigrimal
b)50 acres in Survey No. 342 of Managutti Village.

Ref:- This office letter of even No. dated 9-1-1970.

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I invite reference to this office letters quoted above and request you kindly to return the draft agreement duly approved by the Government in the Law Department.

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS.

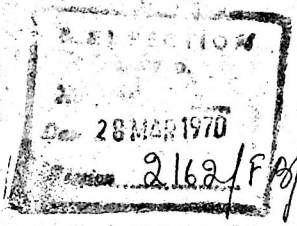
NRN/-

Sl. No. 2

15 16

JIVANLAL & CO., PRIVATE LTD., BOMBAY.

12925




25th March, 1970.

Divisional Forest Officer,
BELGAUM.

Dear Sir,

Sub: Lease Agreement to be entered into, for the Leased land of a) 518 acres at Chigrimal.
b) 50 acres in Survey No.342 of Managutti Village.

---

Kindly refer to the previous correspondence on the above subject.

We shall be pleased to hear from you whether you have by now received the draft of the Lease Agreement duly approved by the Government. Please send us an approved copy of the draft Agreement, so that we can get the approval of our Solicitors and thereafter pay the necessary amount due to you and execute the Lease Deed.

We await to hear from you at an early date.

Thanking you,

Yours faithfully,
For N.Jivanlal & Co.Pvt.Ltd.,

Director.

c.c.Conservator of Forest,
Belgaum.
c.c.Chief Conservator of Forest,
Bangalore.
c.c.Secretary Forest Department.,
Vidhana Soudha. Bangalore

NBK:SV:

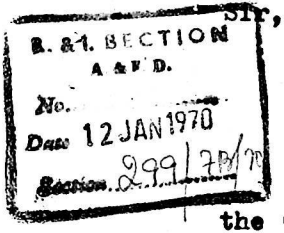
Sl. No. 1

16 15

B3.1.GFL/38/68-69.
R:- Draft agreement
To

CHIEF CONSERVATOR'S OFFICE:
Bangalore, dt, 9-1-70

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.




Sir,

Sub: Extension of agreement by M/s.N.Jivanlal and Co.(P) Ltd., Bombay - release of 518 acres and 4 guntas for setting up a Chemical Industry in the State.
Ref: Government Order No.AFD 214 FGL 68 dated 15-1-69.

I enclose herewith a draft lease agreement received from the Conservator of forests, Belgaum, in respect of the above for getting it approved by the Government in Law Department.

Yours faithfully,

D. Narayanappa 9/1
Chief Conservator of Forests.

0141

THIS LEASE MADE THIS day of One thousand nine hundred and ~~sixty-nine~~,-

BETWEEN the Governor of Mysore (exercising the executive power of the Government of the State of Mysore) herein after called "the Lessor" (which expression shall unless the context does not so admit includes his successors in office and assigns) on the one part and M/s N.Jivanlal and Co.,(P) Ltd., Bombay herein after called "the lessee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the other part.

1) WHEREAS the Govt.of Mysore in their order No.AFD-214-FGL-68 dated 15th January 1969 (copy appended) are pleased to accord sanction to the lease of 518 acres and 4 gunthas of land in F.S.Nos.82 to 88 and 91 to 103 known as 'Chigrimal' in Halbhavi village of Belgaum Taluka and District in favour of M/s N.Jivanlal and Co.(P) Ltd.,Bombay.

2) AND WHEREAS in pursuance of the said Govt. orders the lessee has agreed to observe and perform the terms, covenants and conditions on the part of the lessee herein after contained.

3) AND WHEREAS BY A RULE under Section 102(2) (a) of the Mysore Forest Act, 1963, hereinafter called "the said Act" whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract.

4) NOW THESE PRESENTS WITNESS that in pursuance of the said Agreement and in consideration of the rent hereby reserved and the conditions and covenants on the part of the lessee hereinafter contained the lessor doth hereby demise unto the lessee, All that piece or parcel of land situate at Chigrimal in Belgaum Taluka, Belgaum District containing by admeasurement of 518 acres and 4 gunthas or thereabouts and more particularly described in the schedule hereunder written and delineated on the plan thereof thereto annexed and thereon surrounded by a red coloured boundary line together with the buildings or erections at any time standing or being thereon and together also with all the rights, easements and appurtenances thereto belonging except and Reserving unto the Lessor all the mines and minerals in and under the trees, shrubs and other growth upon the said land or any part thereof to hold the said land and premises therein before expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for a term of 30 years to be computed from the day of 7.7.1967 paying therefor yearly during the said term unto the Lessor at the office of the Divisional Forest Officer, Belgaum or as may be otherwise required an yearly rent as under:-

The lessee shall pay a rent of Rs. 25/- (Rupees Twenty five only) per year per acre or part of an area as under:-

(a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years;

(b) 25% (Twenty five percent) of the aforesaid lease rent shall be paid for the third year;

(c) 50% (Fifty percent) of the aforesaid lease rent shall be paid for the fourth year;

(d) 75% (Seventyfive percent) of the aforesaid lease rent shall be paid for the fifth year,

(e) full lease amount shall be paid per year from the sixth year onwards,

to be paid in advance on the 1st day of April in each year without any deductions what-so-ever subject always to the provisions of the Mysore Forest Act 1963 and the Rules thereunder and subject also to all the conditions, restrictions and stipulations hereinafter following:-

(a) (i) During the said term hereby created to pay unto the Lessor the said rent at the rates specified above at the time on the days and in the manner herein before appointed for payment thereof clear of all deductions.

(ii) The lessee shall deposit with the Forest Department Rs.5,000 (Five thousand) either in cash or the Bank Guarantee of a Schedule Bank for an equal amount for fulfillment of all the conditions satisfactorily and in case of breach of any of the conditions, the Department is at liberty to impose penalty to a maximum of Rs.1000/- (One thousand) in the case of each breach and the decision of the Chief Conservator of Forests Mysore State, Bangalore shall be final in the matter.

(b) To pay all existing and future taxes, rates, assessments and outgoing of every discription for the time being payable either by land-lord or tenant or by the occupier in respect of the demised premises & any thing for the time being thereon; Provided, however, that the Lessee shall not be liable to pay any non-agricultural assessment to the Government in respect of the use of the demised premises for the purposes set out in this lease.

(c) Not to make any excavation on any part of the said land hereby demised except for the purpose of levelling the same and for erecting on the said land such structures as are necessary in connection with their raising of essential Oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments implements, tractors, etc., and for storage of their raw materials and for housing their cattle, etc., and not to remove or utilise any stones, sand, gravel, clay or earth from the said land hereby demised except such stones, sand, gravel, clay or earth as may be brought to the surface in the course of

19 12



of excavations so permitted, provided,however, that the Lessee shall not remove from the said land or utilise any stone, sand, gravel, clay or earth except for the said purposes of erecting on the said land such structures as are necessary for the industry and provided always that the Lessee shall not undertake any excavation which may in the opinion of the Government cause soil erosion or otherwise damage the neighbouring Forest land and shall not also utilise the land hereby demised or any part thereof for mining or quarrying purposes even for the purpose of obtaining any materials for erecting hutments as are necessary for the industry.

(d) (i) not to cut or remove any trees of Sandal, Alale, and Tamarind trees standing on the land and enumerated by the Forest Department and the lessee shall bind itself to protect them till the trees are extracted by the Forest Department or till the expiry of the lease period whichever is earlier. The lessee shall leave a clear belt of 2' arround each tree mentioned above and shall take care not to damage such tree growth or their roots.

(ii) to allow the Forest Department or its authorised agent to have the right of collecting the ~~usufruit~~ usufruct or extracting the reserved sandal,Alale and tamarind trees mentioned (d)(i) above without any payment for the same to lessee.

(iii) in the event of damage to any of the trees listed as per clause (d)(i) above, the lessee shall be liable to pay to Government the value thereof plus Sales Tax at statutory rates and penalty as indicated below:-

(a) In respect of S.Wood trees of 15.24 Cms.(6") in girth & above, Rs.100/- per tree as penalty.

(b) In respect of S.Wood trees of below 15.24 Cm. (6") girth, Rs.25/- per tree as penalty.

(c) The trees so demaged shall be uprooted and delivered to the Govt.S.Wood Depot at Belgaum free of cost by the lessee as and when directed by the D.F.O.Belgaum

(d) In case if any S.Wood tree is found missing from the area the lessee shall pay the cost of such trees at the current market rate in terms of heart-wood for such girth class as determined by the D.F.O.,Belgaum.

(e) In respect of Alale and tamarind trees the lessee shall pay the value thereof as applicable for the group in respect

of other species in coupes sold standing in Belgaum Circle.

| | Sizes. | | | | |
|---|---|---|---|---|---|
| | 23 Cm. to under 46 Cm. | 46 Cm. to under 61 Cm. | 61 Cm. to under 91 Cm. | 91 Cm. to under 122 Cm. | 122 Cm. & above. |
| Rate per tree. | Rs 0.50 | Rs 2.50 | Rs 5.00 | Rs 12.50 | Rs 18.75 |

Provided that the lessee shall not be liable to pay the value and/or penalty for any damage to any or all the trees if the damage to any of these trees is caused due to cyclone or earthquake.

(f) Existing tree growth and the plantations in the said area other than those listed as in (d)(i) above shall be valued by the Forest Department and the value thereof together with the interest thereon shall be paid for by the lessee as ordered by the Government separately.

(g) After payment of value of the tree growth referred to in (f) above, the lessee shall be at liberty, to extract, exploit, utilise and remove such tree growth other than those reserved trees listed in clause (d)(i) above.

(h) The lessee shall be entitled to collect, exploit, extract and utilise the entire growth on the land excepting the reserved trees mentioned in d(i) above and to make use of the structures erected by them with the prior permission of the D.F.O., Belgaum.

(i) The lessee shall erect on the said land such structures as are necessary in connection with their raising of essential oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments, implements, tractor, etc., and for storage of their raw materials and for housing their cattle, etc. The lessee is also permitted to dig/bore wells within the area for their own use.

(j) Not to commence the construction or erection of any structures or other work on the said land unless and until the layout and plans and details thereof shall have been previously submitted by the lessee for scrutiny of and to be approved in writing by the Chief Conservator of Forests in Mysore, Bangalore and to construct the structures or erections so permitted in strict accordance with the approved plans within such period as may be prescribed by the Chief Conservator of Forests.

Not to make any alteration or addition to any structures or erection erected and standing on the demised permises except with the previous approval in writing of the Chief Conservator of Forests.

(m) To protect from fire and other damage by a Man or beast the land as well the reserved trees and forest produce thereon and shall make good to the Lessor on demand all damage and loss thereto and thereof from whatsoever cause arising.

(n) To prevent any fire from spreading from the land into the neighbouring Government forest;

(o) To assist in extinguishing any fire occurring in the neighbouring Government Forest.

(o) To assist in preventing the commission in the neighbouring Government Forest of any forest offence and when there is reason to believe that any such offence has been committed in that forest in discovering and arresting the offender:

(p) To repair and keep in good order all special or other marks defining the boundaries of the demised land, to the entire satisfaction of the Divisional Forest Officer.

(q)To pay all such expenses as the Divisional Forest Officer may determine to be necessary for, or to have been incurred in the execution of any work to be done, which by the conditions hereinbefore contained the lessee has bound itself to perform and which on requisition made by the Divisional Forest Officer,Belgaum Division,Belgaum the lessee has failed or omitted within the time specified in such requision to perform.

(r) Throughout the said term to keep the demised premises clear of the coppice, stools,lantana,brushwood, and other similar growth.

(s) To keep a strip of 50 feet width on the road side and on the side abutting nallah and 100 feet in width on other side where the boundary adjoins reserved forests. Such strip shall be kept clear of any inflammable material through out the said term so as to prevent fire from spreading into the adjoining forests. The lessee shall undertake adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the Divisional Forest Officer,Belgaum.

(t) The lessee shall abide by the such other terms and conditions as may be imposed by Government from time to time.

(u) If any difference of opinion arises as to the interpretation of any of the clauses, the decision of the Chief Conservator of Forests in Mysore,Bangalore shall be final and binding on the lessee. In case the lessee is not satisfied with the decisions of the Chief Conservator of Forests,M.S.,Bangalore, it will have the right of appeal to Government.

2. AND in consideration of the lease hereby granted to it as aforesaid and in compliance with the rule here-in-above recited the Lessee does bind itself to perform every duty and act expressed in the conditions herein before contained as to be performed by it and does covenant with

(i) To use the said land hereby demised for the purpose of only raising all kinds of essential oil yeilding grasses and plants and for erecting structures connected with and the purposes legitimately connected therewith and for no other purpose whatsoever.

(ii) To utilise the entire area open, within five years for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no compensation whatsoever shall be claimed from Government and no damages or compensation will be paid to the lessee. However, the lessee shall be permitted to exploit, extract or utilise the entire tree growth except the species mentioned in (d)(i) above within a reasonable time limit to be fixed by the Conservator of Forests,B.C.,Belgaum.

(iii) The lease is liable for termination if the lessee does not show satisfactory progress or does not act according to any of the conditions of the lease.

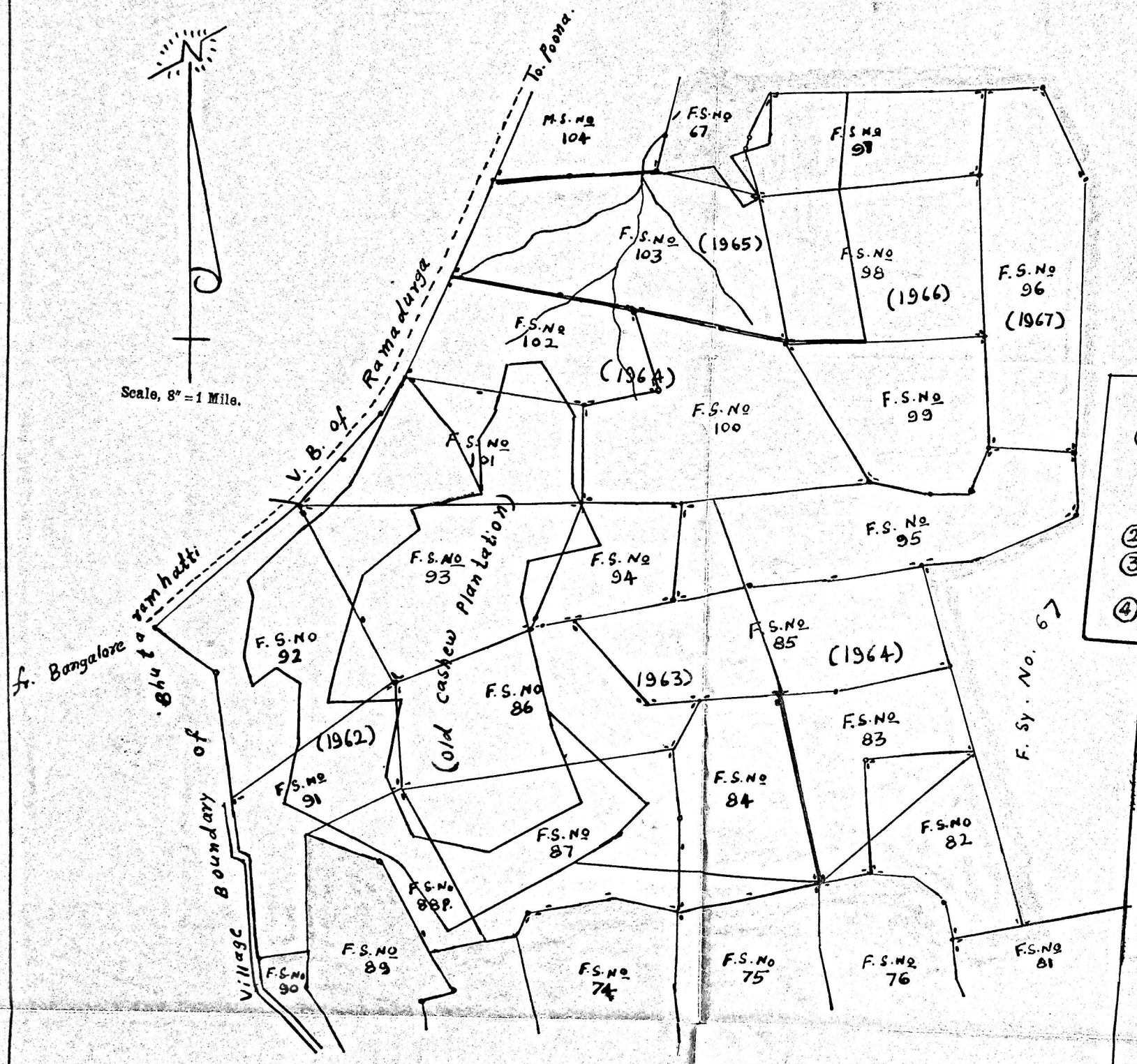
(iv) The entire right over this land and reserved trees as mentioned in clause (d)(i) above shall be that of the Government.

(v) Government reserve the right to all mines and quarries of metals, minerals, stones,Kankar and other substances that are or shall or may be found in/upon the said demised land with full power and liberty to search for, dig, get and have, take and carry away the same and to make any road or roads way or ways or other work of works reasonably necessary for the purposes of the aforesaid.

(k) Within six months from the date of the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the lessee shall be at liberty if it shall have paid the rent then due and in addition thereto a sum equal to the rent for the unexpired period of the said term and all municipal and other taxes rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all structures and material from the said land within six months from the date of expiration or sooner determination of the lease but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such structures may have been removed.

(l) Not to assign, underlet, part with the possession of the demised premised or any part thereof or transfer the lessee's interest therein without the previous permission in writing of the Lessor who may in his absolute discretion refuse or grant the same subject to such condition as he may think including the payment of such portion of the increased returns to the Lessee from such underletting assignment or transfer as the Lessor may determine.

# SKETCH SHOWING AN FOREST AREA OF 518 ACRES 24 GUNTHAS ONLY IN FOREST SY. NOS. 82 TO 87, 88 PART AND 91 TO 103 OF HALBHAVI VILLAGE OF BELGAUM TALUKA RELEASED TO M/S N. JIVANLAL & CO. (P) Ltd. BOMBAY FOR CULTIVATION OF ESSENTIAL OIL YIELDING GRASSES.




## REFERENCES

1. Area released to M/S N. Jivanlal & Co.(P) Ltd, Bombay for Cultivation of essential oil yielding grasses.
2. Forest Area
3. Forest Sy. No. with boundaries — F.S.No 95
4. Plantation boundaries with year of formation — (1964)

## Area Statement

| F. Sy. Nos released | Acres - G - As. |
|---|---|
| 82 | 19 - 0 - 0 |
| 83 | 19 - 37 - 0 |
| 84 | 22 - 31 - 0 |
| 85 | 33 - 10 - 0 |
| 86 | 28 - 32 - 0 |
| 87 | 33 - 10 - 0 |
| 88 part | 10 - 0 - 0 |
| 91 | 19 - 11 - 0 |
| 92 | 33 - 9 - 0 |
| 93 | 31 - 8 - 0 |
| 94 | 12 - 4 - 0 |
| 95 | 32 - 12 - 0 |
| 96 | 32 - 18 - 0 |
| 97 | 19 - 33 - 0 |
| 98 | 31 - 16 - 0 |
| 99 | 21 - 32 - 0 |
| 100 | 34 - 2 - 0 |
| 101 | 24 - 29 - 0 |
| 102 | 21 - 19 - 0 |
| 103 | 37 - 36 - 0 |
| Total area released | 518 - 24 - 0 |

Sd/- (R. J. Naik.)
Forest Surveyor,
Belgaum Division, Belgaum.

Traced By:- Bondigavi 16-12-1969
Forest Surveyor,
Belgaum Divn.

A. D. Culey
Divisional Forest Officer
Belgaum Division, Belgaum.

the lessor that it, the lessee, and each of its servants and agents will abstain from every act expressed in the terms and conditions as to be abstained from and the Lessee doth hereby agree that in case of any breach of the said conditions the lessee shall pay to the Lessor through the Divisional Forest Officer, Belgaum on demand made in such behalf by him the sum of Rupees 1,000.00 or such smaller sum as may in each case be determined by the Divisional Forest Officer, Belgaum in default thereof the whole of the said sum of Rs.1,000.00 or such smaller sum as aforesaid will, in accordance with section 112 of the said Act, be recoverable from him as an arrear of land revenue.

3. If and when-ever any part of the rent hereby reserved shall be in arrear the same may be recovered from the lessee as an arrear of land revenue.

4. If the said rent hereby reserved shall be in arrear for the space of thirty days from the date fixed for payment thereof whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the lessee hereinbefore contained may re-enter upon any part of the demised premises in the name of the whole without being liable to pay to the lessee any compensation and thereupon the term hereby granted shall absolutely cease and determine.

PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry herein-before contained shall not be exercised unless and until the lessor or the Chief Conservator of Forests on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made, by the lessee in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice;

5. The lessor doth hereby covenant with the lessee that the lessee paying the rent hereby reserved and performing the covenants hereinbefore on the lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the lessor or any person or persons lawfully claiming by from or under the lessor.

6. If the lessee shall have duly performed and observed the covenants and conditions on the part of the lessee here-in-before contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the lessee a new-lease of the demised premises for a further term of 30 years subject to the lease rental not exceeding Rs.50/- per year per acre or part of the acre from the date of the expiration of the present lease with such covenants, provisos and

and stipulations as may be then agreed upon between the lessor and lessee and on such renewal as the lessor shall then determine provided always that the new lease to be so granted shall contain a provision that the terms and conditions contained therein shall be subject to being negotiated afresh after every 30 years.

7. All or any amount due to Govt. under this lease deed shall be recovered from the lessee as an arrear of land revenue in case of default.

IN WITNESS WHEREOF the Governor of Mysore, Bangalore hath caused the Divisional Forest Officer, Belgaum Division to set his hand and affix his official seal hereto on his behalf and M/s N.Jivanlal and Co.(P) Ltd., Bombay have hereunto set their hand the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground of the quit and ground rent Tenure situate, lying and being at and bearing S.No.82 to 88 and 91 to 103 of Halbhavi village in the Registration sub-District of Belgaum containing by admeasurement 518 acres and 4 gunthas or thereabout, and bounded as follows that is to say:

on or towards the East by - F.S.No.67 of Halbhavi village.

on or towards the West by - Poona-Bangalore Road and village boundary of Butramatti.

on or towards the North by - M.S.No.104,& F.S.No.67 of Halbhavi village.

on or towards the south by - F.S.No.90,89,74,75,76 & 81 of Halbhavi village.

SIGNED, SEALED & DELIVERED

by Shri

Divisional Forest Officer,
Belgaum Division, Belgaum.

Seal of the
Divisional Forest Officer
Belgaum Dn., Belgaum.

In the presence of

1.

2.

Signed by

Seal of the
Company

(Director)

In the presence of

1)

2)

DRAFT FOR APPROVAL

Divisional Forest Officer,
Belgaum.

SC.18.12.

Sub: Forest Department - Belgaum District and Taluk Halbhavi Village - 518 acres 4 guntas in forest survey Nos. 82 to 88 and 91 to 103 known as Chigrimal - lease to Messrs.N.Jivanlal & Co. (P) Ltd., Bombay for setting up a Chemical industry Sanctioned.

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PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO.AFD 214 FGL 68,

BANGALORE: DATED : THE 15TH JANUARY 1969.

READ:

1. Govt. Order No. AFD 100 FGL 67 dated the 11th March 1968 and addendum No. AFD 100 FGL 67 dated the 18th March 1968.

2. Govt. Order No. AFD 214 FGL 68 dated the 15th October 1968.

3. Letter dated the 19th October 1968 of M/s. N. Jivanlal and Co., Private Ltd., Bombay.

4. Correspondence resting with letter No. B3.1.GFL.38/ 68-69 dated the 3rd December 1968 of the Chief Conservator of Forests in Mysore, Bangalore.

PREAMBLE:

In Government Order dated the 11th March 1968 cited (1) above 518 acres 4 guntas of land in forest survey No. 82 to 88 and 91 to 103 known as ' CHIGRIMAL ' of Halbhavi village, Belgaum Taluk and District was leased to M/s. N Jivanlal & Co. (P) Ltd., Bombay on certain terms and conditions for setting up a Chemical Industry . Certain modifications in the terms and conditions of the lease were effected in the Government Order dated the 15th October 1968 cited (2) above.

M/s. N.Jivanlal & Co. (P) Ltd., Bombay in their letter dated the 19th October 1968 cited (3) above have requested for certain modifications in the terms and conditions of lease. The Chief Conservator of Forests, Bangalore in his letters dated the 16th November 1968 and the 3rd December 1968 has furnished his views in the matter.

O R D E R

In supersession of tje Government Orders dated the 11th March 1968, the 18th March 1968 and the 15th October 1968 cited above, Government are pleased to accord sanction to the lease of 518 acres 4 guntas of land in Forest Survey Nos, 82 to 88 and 91 to 103 known as ' CHIGRIMAL ' in Halbhavi Village of Belgaum Taluk and District in favour of M/s. N.Jivanlal and Co. (P) Ltd., Bombay subject to the following conditions:-

1. The period of lease shall be thirty years in the first instance. The company shall pay a rent of Rs. 25/- (Rupees Twenty five only) per year per acre or part of an acre as under:-

   (a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years;

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(b) 25% (Twenty five percent) of the aforesaid lease rent shall be paid for the third years;

(c) 50% (Fifty percent) of the aforesaid lease rent shall be paid for the fourth year;

(d) 75% (Seventy-five percent) of the aforesaid lease rent shall be paid for the fifth year.

(e) Full lease amount shall be paid per year from the sixth year onwards;

2) The land shall be used only for raising all kinds of essential oil yielding grasses and plants and for erecting structures connected with it;

3) The entire area open shall be fully utilised within five years;

4) The lease may be renewed by Government for a further period of thirty years subject to the lease rental not exceeding Rs.50/- (Rupees Fifty only) per year per acre or part of the acre.

5) The areas shall be properly demarcated on the ground by means of boundry stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer;

6) The Sandal, Alale, and Tamarind trees standing on the land shall be enumerated by the Forest Department and the Company shall bind itself to protect them till the trees are extracted by the Forest Department or till the expiry of the lease period whichever is earlier.

7) The Forest Department or its authorised agent shall have the right of collecting the usufruct or extracting the reserved sandal, alale and tamarind trees mentioned in clause (6) above without any payment for the same to the Company.

8) The Company shall leave a clear belt of 2' (Two feet) around each tree mentioned in clause (6) above and shall take care not to damage such tree growth or their roots;

9) The Company shall pay the value of the existing plantations in the said area as may be determined by the Forest Department. Orders regarding valuation shall issue separately.

10) Existing tree growth other than those listed in clause (6) above shall be valued by the Forest Department and the value thereof shall be paid for by the Company. Orders regarding valueaton shall issue separately.

11) After payment of value of the tree growth referred to in clauses (9) & (10) above the Company shall be at liberty - to extract, exploit, utilise and remove such tree growth other than those reserved trees listed in clause (6) above.

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12) In the event of damage to any of the trees listed as per clause (6) above, the Company shall be liable to pay to Government the value thereof plus sales Tax at ~~xxxx~~ statutory rates and penalty as indicated below:-

(a) In respect of Sandalwood trees of 15.24 Cms. (6") in ~~xx~~ girth, ~~Rs. 25/-~~ and above, Rs.100/- per tree as penalty.

~~(b)~~ ~~In~~

(b) In respect of Sandalwood trees of below 15.24 Cms. (6") girth, Rs.25/- per tree as penalty.

(c) The trees so damaged shall be uprooted and delivered to the GovernmentSandalwood Depot. at Belgaum free of cost by the Company as and when directed by the Divisional Forest Officer;

(d) The case if any Sandalwood trees is found missing from the area, the Company should pay the cost of such trees at the current market rate in ~~x~~ terms of heart wood for such girth class as determined by the Divisional Forest Officer, Belgaum.

(e) In respect of Alale and Tamarind trees the Company shall pay the value tehreof as applicable for the group in respect of 'Other' species' in the ~~coupe~~ coupes sold standing in Belgaum Circle.

Provided that the Company shall not be liable to pay the value and/or penalty for any damage ~~of~~ to any on all the trees if the damage to any of those trees is caused due to cyclone or earthquake.

13) The Company shall undertake adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the Divisional Forest Officer.

14) The land shall within a period of five years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no damages or compensatiln shall claimed from Government and no damages or compensation will be paid. However, the Company shall ~~xxxxxxxxxx~~ be permitted to exploit, ~~xx~~ extract or utlise the ~~xxxx~~ entire tree growth except of the species mentioned in clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

15) The Company shall deposit ~~xxx~~ with the forest Department Rs.5,000/- either in cash or the Bank Guarantee of a Scheduled bank for an equal amount for fulfilment of all the conditions satisfactorily and ~~xxxxxx xx~~ incase of of breach of any of the conditions, the department is at liberty to impose penalty to a miximum of Rs. 1,000/- in~~x~~ the case of each breach and the decision of the Chief Conservator of Forests shall be final in this matter.

.....Contd.4.

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16) The Cpmpany shall be entitled to collect, exploit, extract and utilise the entire growth on the land exepting the reserved trees mentioned in clause (6) above and to make use of thestructuresreserected by them with the prior permission of the Divisional Forest Officer.

17) The Company is permitted to errect on thesaid land such ~~as~~ structures as are necessary in connection with their raising of essential oil yielding plants and grasses, for housing their office, staff, watchmens labourers and for keeping their ~~raw materials~~ equipments, implements tractor etc., and for storage of their raw materials and for housing their cattle etc. The Company is also permitted to dig/bore wells within the area for their own use.

18) The lease is liable for termination if the Company does not show satisfactory progress or does not act according to any of the conditions of the lease. But the Company ~~shall~~ shall not claim any compensation or damage from Government will be paid. However the Company shall be permitted to exploit, extract, utilise and removal the entire tree growth except of these species mentioned in ~~clause~~ clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

19) The entire right over this land and reserved trees as mentioned in clause (6) above shall be that of the Government.

20) Government reserve the right to all mines, and quarries of ~~or minerals~~ metals, minerals, stones, Kankar and other substances that are or shall or may be found in/upon the said demised land with full power and liberty to search for, dig, get and have, take and carry away the same and to make any road or ways or other work or works reasonably necessary for the purposes of the aforesaid.

21) All or any amount due to Government under the lease deed to be executed under this Government Order shall be recovered from the lessee as an arrear of land revenue in case of default.

22) The Company shall abide by such other terms and conditions as may be imposed by Government from time to time.

23) If any difference of opinion arises as to the interpretation of any of the~~se~~ clauses, the decision of the Chief Conservator of Forests, Mysore State shall be final and binding on the Company. In case the Company is not satisfied with the decisions of the Cheif Conservator of Forests, Mysore State it shall have the right of appeal to Government.

The Company shall enter into the agreement with the Divisional Forest Officer, Belgaum Division Belgaum incorporating the above conditions.

.....contd5

This order issues with the concurrence of Finance Department vide their U.O.Note No. FD 169WII. 69 dated the 10th January 1969.

By Order and in the name of the
Government of Mysore.

Sd/-
(S.Balasubramanyan)
Under Secretary to Government
Agriculture & Forest Department.

To,

The ~~Chief~~ Chief Conservator of Forests, in Mysore, Bangalore.
The Conservator of Forests, Belgaum Circle, Belgaum.
The Divisional Forest Officer, Belgaum.
Copy to:-

The Secretary to Government, Commerce & Industries Department.
The Finance Department. (Budget)
Proceedings Volume.